

**Amendment #1 to
ADDENDUM "A"**

Contract BE797

LOCAL AGREEMENT (FY 19/20)

This Amendment #1 to Addendum "A" Local Agreement (FY 19/18) supersedes the previous Addendum "A" in its entirety. This Local Agreement between the **Department of Transportation, District 5, Oviedo Operations**, hereinafter referred to as **DOT**, and the **Department of Corrections' Central Florida Reception Center**, hereinafter referred to as **FDC**, shall be made a part of the Master Agreement between the above-mentioned agencies dated 25th day of July 2019.

DOT Agrees to compensate FDC for inmate labor, as provided for by this Local Agreement, for maintenance activities in the Master Agreement Addendum "B" (attached) This estimated amount of annual compensation for this Local Agreement is \$699,000.00.

DOT agrees to supervise 4 community and/or minimum custody inmates as supplemental support labor. DOT shall compensate FDC for the above-mentioned number of inmates at the production wage rate in Addendum B of this Agreement per inmate hour for each work day when that number is made available by FDC, whether used or not, as supplemental/support labor by DOT. If a lesser number than that stated above is made available, compensation shall be for the number made available. If DOT agrees to supervise a number of inmates that exceeds the above-mentioned number, compensation shall be for the number stated above plus those in excess of that number.

FDC agrees to provide 6 correctional officers to supervise 30 inmates for labor to be performed as scheduled by DOT. The DOT shall compensate FDC for each unit of work satisfactorily completed at the cost per unit as specified above.

The workweek shall be as follows:

Two (2) crews shall work Monday through Thursday, four (4) nine and one-half (9-1/2) hour workdays, 6:30 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch. Travel Time will be provided at one (1) hour per officer per day.

Two (2) crews shall work Tuesday through Friday, four (4) nine and one-half (9-1/2) hour workdays, 6:30 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch. Travel Time will be provided at one (1) hour per officer per day.

The above schedule provides 2 crews on Monday, 4 crews Tuesday through Thursday, 2 crews on Friday.

Two (2) crews shall work Monday through Friday, four (4) nine and one-half (9-1/2) hour work days, 6:00 A.M. to 4:00 P.M. with one-half (1/2) hour for lunch. Travel Time will be provided at one and one-half (1-1/2) hours per officer per day.

Contract E-5U89: The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Asset Maintenance **Contract E-5U89**. The Master Agreement will govern in any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Oviedo Maintenance to the Asset Maintenance Contractor for performance of routine maintenance activities under **Contract E-5U89** as directed by the Asset Maintenance Contractor. The inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for the inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Asset Maintenance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under **Contract E-5U89**.

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DOT will act as liaison between the Asset Maintenance Contractor and FDC. In the event of a dispute, the Asset Maintenance Contractor shall provide documentation to DOT in cases where FDC supervisors fail to follow rules, regulations, policies and procedures pertaining to the performance of assigned work. Decisions by DOT will be considered final resolution to all discrepancies.

The effective dates of this Agreement are July 1, 2019, through June 30, 2020. Provisions of this Local Agreement may be amended by written agreement of the parties. This Local Agreement may add to and/or expand upon the provisions of the Master Agreement, but shall not modify the intent of the provisions contained therein.

Contract E-Q87: The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Performance Aesthetics **Contract E-5Q87**. The Master Agreement will govern in any discrepancies between the Performance Aesthetics Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Oviedo Maintenance to the Performance Aesthetics Contractor for performance of routine maintenance activities under **Contract E-5Q87** as directed by the Performance Aesthetics Contractor. The inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for the inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Performance Aesthetics Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under **Contract E-5Q87**.

DOT will act as liaison between the Performance Aesthetics Contractor and FDC. In the event of a dispute, the Performance Aesthetics Contractor shall provide documentation to DOT in cases where FDC supervisors fail to follow rules, regulations, policies and procedures pertaining to the performance of assigned work. Decisions by DOT will be considered final resolution to all discrepancies.

Other provisions of the Local Agreement are as follows:

FDC shall provide notice to DOT within 1 (one) hour of work shift start time should an FDC Officer not be available to supervise assigned inmates on a scheduled work day.

FDC shall notify DOT in the event FDC cannot fulfill the obligations as described in this Local Agreement.

The effective dates of this Agreement are **July 1, 2019** through **January 15, 2020**. Provisions of this Local Agreement may be amended by written agreement of the parties. This Local Agreement may add to and/or expand upon the provisions of the Master Agreement, but shall not modify the intent of the provisions contained therein.

Contract E-V25: The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Performance Aesthetics **Contract E-5V25**. The Master Agreement will govern in any discrepancies between the Performance Aesthetics Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Oviedo Maintenance to the Performance Aesthetics Contractor for performance of routine maintenance activities under **Contract E-5V25** as directed by the Performance Aesthetics Contractor. The inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work for the inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Performance Aesthetics Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under **Contract E-5V25**.

**Amendment #1 to
ADDENDUM "A"**

Contract BE797

LOCAL AGREEMENT (FY 19/20)

DOT will act as liaison between the Performance Aesthetics Contractor and FDC. In the event of a dispute, the Performance Aesthetics Contractor shall provide documentation to DOT in cases where FDC supervisors fail to follow rules, regulations, policies and procedures pertaining to the performance of assigned work. Decisions by DOT will be considered final resolution to all discrepancies.

Other provisions of the Local Agreement are as follows:

FDC shall provide notice to DOT within 1 (one) hour of work shift start time should an FDC Officer not be available to supervise assigned inmates on a scheduled work day.

FDC shall notify DOT in the event FDC cannot fulfill the obligations as described in this Local Agreement.

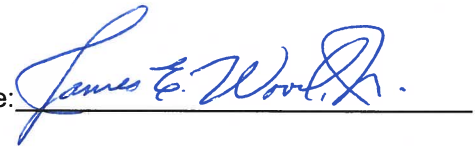
The effective dates of this Agreement are **January 16, 2020** through **June 30, 2020**. Provisions of this Local Agreement may be amended by written agreement of the parties. This Local Agreement may add to and/or expand upon the provisions of the Master Agreement, but shall not modify the intent of the provisions contained therein.

Agreed to and signed this 28 day of July, 2019.

Department of Corrections


Department of Transportation

Signature: 

Signature: 

Name: Mark Jones
Title: Warden

Name: James E. Wood, Jr. P.E.
Operations Engineer

Signature: 

Name: William Bowden
Title: Colonel

Copies shall be sent to the following offices:

DOT State Maintenance Office
DOT District Maintenance Office
FDC Regional Office, Attention Regional Director
FDC Central Office, Bureau of Classification and Central Records

Addendum "B"

Activity Number	Activity Description	Units	Unit Labor Cost
1	Supplemental Support	Man-hours (MH))	10.65
028	Facility & Equipment Maintenance	Man-hours (MH)	10.65
030	Down Time	Man-hours (MH)	10.65
033	Training	Man-hours (MH)	10.65
036	FDC Officer Travel Time	Man-hours (MH)	30.53
411	Asphalt Repair (Manual)	Man-hours (MH)	10.65
412	Asphalt Repair (Mechanical)	Man-hours (MH)	10.65
414	Base Repair	Man-hours (MH)	10.65
421	Pressure Grouting	Man-hours (MH)	10.65
423	Concrete Pavement Joint Repair	Man-hours (MH)	10.65
424	Concrete Slope Pavement Joint Repair	Man-hours (MH)	10.65
425	Concrete Pavement Surface Repair	Man-hours (MH)	10.65
431	Motor Grader Operation	Man-hours (MH)	10.65
432	Repairing Non-Paved Shoulders (Manual)	Man-hours (MH)	10.65
433	Sodding	Man-hours (MH)	10.65
435	Seeding, Fertilizing and Mulching	Man-hours (MH)	10.65
436	Rework Non-Paved Shoulders, Front Slopes and Roadside Ditches	Man-hours (MH)	10.65
			10.65
451	Clean Drainage Structures	Man-hours (MH)	10.65
456	Repair or Replace Storm-Side-Cross Drains	Man-hours (MH)	10.65
457	Concrete Repair	Man-hours (MH)	10.65
459	Concrete Sidewalk Repair	Man-hours (MH)	10.65
461	Roadside Ditches, Clean & Reshape (Mechanical)	Man-hours (MH)	10.65
464	Outfall Ditches, Clean & Repair	Man-hours (MH)	10.65
465	Mitigation Area Maintenance	Man-hours (MH)	10.65
471	Large Machine Mowing	Man-hours (MH)	10.65
482	Slope Mowing	Man-hours (MH)	10.65
484	Intermediate Machine Mowing	Man-hours (MH)	10.65
485	Small Machine Mowing	Man-hours (MH)	10.65
487	Weed Control (Manual)	Man-hours (MH)	10.65
489	Wildflowers	Man-hours (MH)	10.65
490	Fertilizing	Man-hours (MH)	10.65
492	Tree Trimming & Removal	Man-hours (MH)	10.65
493	Landscaping Area Maintenance	Man-hours (MH)	10.65
494	Chemical Weed & Grass Control (Spot Weeding)	Man-hours (MH)	10.65
497	Chemical Weed & Grass Control (Selective Weeding)	Man-hours (MH)	10.65
498	Storm Water Management	Man-hours (MH)	10.65
499	Control of Exotic / Invasive Species	Man-hours (MH)	10.65
519	Delineators	Man-hours (MH)	10.65
520	Signs (Ground Signs 30 Sq. Ft. or Less)	Man-hours (MH)	10.65
521	Signs (Ground Signs over 30 Sq. Ft.)	Man-hours (MH)	10.65
522	Sign Cleaning	Man-hours (MH)	10.65

Addendum "B"

Activity Number	Activity Description	Units	Unit Labor Cost
526	Guardrail Repair	Man-hours (MH)	10.65
527	Fence Repair	Man-hours (MH)	10.65
530	Routine Attenuator Inspection & Service	Man-hours (MH)	10.65
531	Attenuator Repair	Man-hours (MH)	10.65
532	Pavement Striping (Large Machine)	Man-hours (MH)	10.65
534	Pavement Marking (Small Machine)	Man-hours (MH)	10.65
537	Raised Pavement Markers	Man-hours (MH)	10.65
540	Graffiti Removal	Man-hours (MH)	10.65
541	Roadside Litter Removal	Man-hours (MH)	10.65
542	Road Sweeping (Manual)	Man-hours (MH)	10.65
543	Road Sweeping (Mechanical)	Man-hours (MH)	10.65
544	Rest Area Maintenance	Man-hours (MH)	10.65
545	Edging & Sweeping	Man-hours (MH)	10.65
623	Maintenance of Toll Building & Area	Man-hours (MH)	10.65
701	Emergency Fence Repair	Man-hours (MH)	10.65
702	Emergency Installation Traffic Control Services	Man-hours (MH)	10.65
703	Emergency Paved Road Repair	Man-hours (MH)	10.65
704	Debris Removal	Man-hours (MH)	10.65
705	Emergency Seeding, Fertilizing, Sodding	Man-hours (MH)	10.65
706	Emergency Slope & Ditch Repair	Man-hours (MH)	10.65
707	Emergency Storm Draining Cleaning	Man-hours (MH)	10.65
708	Emergency Delineator / Attenuator Repair	Man-hours (MH)	10.65
709	Emergency Lighting Repair	Man-hours (MH)	10.65
710	Emergency Pavement Marking / Striping	Man-hours (MH)	10.65
711	Emergency Bridge Repair	Man-hours (MH)	10.65
713	Emergency Non-Pave Road Repair	Man-hours (MH)	10.65
714	Flood Abatement	Man-hours (MH)	10.65
779	Motorist Aid Callbox Maintenance	Man-hours (MH)	10.65
781	Weight Station Building & Grounds Maintenance	Man-hours (MH)	10.65
783	Railroad Crossing Maintenance	Man-hours (MH)	10.65
784	Railroad Signal Maintenance	Man-hours (MH)	10.65
787	Highway Lighting Maintenance	Man-hours (MH)	10.65
805	Bridge Joint Repair	Man-hours (MH)	10.65
806	Bridge Deck Maintenance & Repair	Man-hours (MH)	10.65
810	Bridge Handrail Maintenance & Repair	Man-hours (MH)	10.65
825	Superstructure Maintenance & Repair	Man-hours (MH)	10.65
845	Substructure Maintenance & Repair	Man-hours (MH)	10.65
859	Channel Maintenance	Man-hours (MH)	10.65
861	Routine Bridge Electrical Maintenance	Man-hours (MH)	10.65
865	Routine Bridge Mechanical Maintenance	Man-hours (MH)	10.65
869	Movable Bridge Structural Maintenance	Man-hours (MH)	10.65
888	Bridge Damage Repair	Man-hours (MH)	10.65
896	Ferry Slip Maintenance & Repair	Man-hours (MH)	10.65
898	Tunnel Maintenance	Man-hours (MH)	10.65

Addendum "B"

Activity Number	Activity Description	Units	Unit Labor Cost
901	Bridge Inspection	Man-hours (MH)	10.65
987	Traffic Control	Man-hours (MH)	10.65
989	Hurricane Preparation Building	Man-hours (MH)	10.65
990	Hurricane Preparation Panels & Bridges	Man-hours (MH)	10.65
991	Emergency Maintenance	Man-hours (MH)	10.65
992	Periodic Maintenance	Man-hours (MH)	10.65
993	Betterment	Man-hours (MH)	10.65
994	Work Performed for Other State Agencies	Man-hours (MH)	10.65
995	Maintenance Support Services	Man-hours (MH)	10.65
996	Miscellaneous Routine Maintenance	Man-hours (MH)	10.65